

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

AVERILL BARKHOUSE AND)	CIVIL ACTION NO. 05-CV-11660
JODY BARKHOUSE,)	
Plaintiffs)	
))	
v.))
DELTA AIR LINES and GLOBEGROUND)	
NORTH AMERICA LLC,)	
<u>Defendants</u>)	

DEFENDANT GLOBEGROUND NORTH AMERICA LLC'S
ANSWER TO COMPLAINT

Now comes the Defendant, GlobeGround North America LLC ("GlobeGround") hereby responds to the allegations contained in the Complaint of the plaintiff, paragraph by paragraph, as follows:

Parties

1. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 1 of the Complaint.
2. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 2 of the Complaint.
3. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3 of the Complaint.
4. GlobeGround admits it is organized and exists under the laws of the State of Delaware, has a ~~principal~~ place of business at 111 Great Neck Road, Great Neck, NY and has a resident agent, CT Corporation System located at 101 Federal Street, Boston, Massachusetts.

Facts

5. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Complaint.
6. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the Complaint.
7. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7 of the Complaint.

8. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation contained in paragraph 8 of the Complaint. Further responding, GlobeGround states that the contract between GlobeGround and Delta is a writing which speaks for itself and therefore no response is required.
9. GlobeGround is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9 of the Complaint.
10. GlobeGround denies the allegations contained in paragraph 10 of the Complaint.
11. GlobeGround denies the allegations contained in paragraph 11 of the Complaint.

COUNT I – NEGLIGENCE – (Averill Barkhouse against all Defendants)

12. GlobeGround reasserts and incorporates by reference herein the responses to paragraphs 1 through 11 of the Complaint.
13. GlobeGround is without knowledge or information sufficient to form a belief or to the truth or falsity or the allegations in paragraph 13 directed to GlobeGround. The remaining allegations are not directed to the defendant, GlobeGround and therefore not response is required.
14. GlobeGround denies the allegations contained in paragraph 14 of the Complaint as to GlobeGround. The remaining allegations are not directed to the defendant, GlobeGround and therefore not response is required.

The next unnumbered paragraph contains a demand which does not require a response. Insomuch as a response is required, allegations are denied.

COUNT II – NEGLIGENCE – (Jody Barkhouse against all Defendants)

15. GlobeGround reasserts and incorporates by reference herein the responses to paragraphs 1 through 14 of the Complaint.
16. GlobeGround is without knowledge or information sufficient to form a belief or to the truth or falsity or the allegations in paragraph 16 directed to GlobeGround. The remaining allegations are not directed to the defendant, GlobeGround and therefore not response is required.
17. GlobeGround denies the allegations contained in paragraph 17 of the Complaint as to GlobeGround. The remaining allegations are not directed to the defendant, GlobeGround and therefore not response is required.

The next unnumbered paragraph contains a demand which does not require a response. Insomuch as a response is required, allegations are denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

And further answering, GlobeGround says that if the plaintiff proves that GlobeGround was at fault as alleged, the plaintiff was a fault to a degree greater than GlobeGround, and is barred from recovery.

SECOND AFFIRMATIVE DEFENSE

And further answering, GlobeGround says that the plaintiff's recovery, if any, must be diminished by the proportion of fault which is applicable to the plaintiff.

THIRD AFFIRMATIVE DEFENSE

And further answering, GlobeGround states that the plaintiff's Complaint fails to state a claim upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

And further answering, to the extent the plaintiff suffered any damage, it was the result of a superseding and/or intervening cause for which GlobeGround is not responsible.

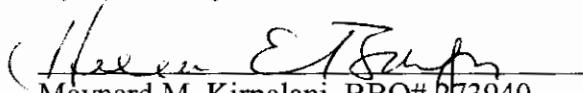
FIFTH AFFIRMATIVE DEFENSE

And further answering, GlobeGround says that the plaintiffs' injuries, if any, resulted from the negligence of a third party.

JURY DEMAND

GLOBEGROUND NORTH AMERICA, LLC HEREBY DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully Submitted,
GlobeGround North America LLC
By its attorneys,


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Helen E. Tsingos, BBO# 629762
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Boston, MA 02110
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CERTIFICATE OF SERVICE

I, Helen Tsingos, certify that I have served a copy of the within Answer to Complaint by mailing a copy of same, postage pre-paid by first class mail to the following:

Kevin C. Cain, Esquire
Peabody & Arnold, LLP
30 Rowes Wharf
Boston, MA 02110

Thomas R. Murphy, Esquire
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Dated: *9/2/05*